

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF NEW HAMPSHIRE

U.S. District Court  
District of New Hampshire  
12000  
12000

\*\*\*\*\*

ELAINE CHAO, SECRETARY OF LABOR, \*  
United States Department of Labor, \*

Plaintiff, \*

v. \*

TREND DESIGN, LLC and MUHAMED BEJTOVIK \*  
and AMIR BEHARIC, INDIVIDUALLY, \*

Defendants. \*

\*\*\*\*\*

CIVIL ACTION

FILE NO. 1:06-CV-388-JM

CONSENT JUDGMENT

Plaintiff having filed a complaint and the Defendants having appeared by counsel,  
received a copy thereof, waived service of process and, without admitting liability,  
agreed to the entry of this judgment without contest.

It is therefore, ORDERED, ADJUDGED and DECREED that Defendants, their  
agents, servants, employees and all persons acting or claiming to act in their behalf and  
interest, including any successor businesses owned or operated by them, be, and they  
hereby are, permanently enjoined and restrained from violating the provisions of the Fair  
Labor Standards Act, as amended (29 USC 201 et seq. ), hereinafter referred to as the  
Act, in any of the following manners;

Defendants shall not, contrary to Sections 7 and 15 (a)(2) of the Act, employ any  
employees who in any workweek are engaged in commerce or in the production of goods  
for commerce, or who are employed in an enterprise engaged in commerce or in the

production of goods for commerce, within the meaning of the Act, for work weeks longer than forty (40) hours, unless such employee receives compensation for his employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he is employed.

Defendants shall be mindful to properly characterize persons who perform exterior applications work on their behalf, as bona fide independent contractors and not as employees.

Defendants shall not fail to make, keep and preserve records of employees and of the wages, hours and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found in 29 C.F.R. 516.

Further, the Court finding as agreed to by the Defendants, but without admitting liability, that employees are due compensation in the amount of \$48,000.00 in back wages as shown on the attached "Exhibit A", which is incorporated in and made a part hereof, it is

ORDERED, ADJUDGED and DECREED that the Defendants are restrained from withholding payment of said compensation.

The Defendants represent that they have been in compliance with the Act since approximately January 15, 2006. In resolving the amount of back wages in this judgment, the Plaintiff has relied on this representation, and accordingly, the back wage provision of this judgment shall have no effect upon any back wages which may have accrued since that date.

The back wage provisions of this Judgment shall be deemed satisfied when the Defendants shall deliver to the Plaintiff the amounts listed on "Exhibit A" attached hereto, in the amounts of \$48,000.00, plus \$1,680.00 in post-judgment interest, in accordance with the following schedule and breakdown:

Back wages of:	\$48,000.00;
Down payment of:	<u>\$20,000.00</u> , payable on July 1, 2007;
Installment payments of:	\$28,000.00;
Interest over thirty-six (36) months of	<u>\$1,680.00</u>
Total payments plus interest	\$49,680.00

Defendants shall make an initial payment of \$20,000.00 to Plaintiff on or before July 1, 2007. This is a gross amount. Plaintiff will make appropriate deductions, pay the employees and forward the deductions to the proper authorities. Defendants are responsible to pay the employer's share of FICA.

Defendants shall then make thirty-five (35) consecutive installment payments of \$820.00 each on the first of each month beginning August 1, 2007. A final (36<sup>th</sup>) payment in the amount of \$980.00 shall be made on September 1, 2010. On each occasion, Defendants shall transmit the gross wage amount (\$820.00 and finally \$980.00) to Plaintiff, in the same manner as described above. Failure on the part of Defendants to make any timely payment shall result in the entire remaining balance being immediately due and payable.

Should Defendants sell any real property during the installment period, all net proceeds shall be immediately used to reduce/pay off the balance due at that time.

When recovered wages have not been claimed by any employee within three (3) years, the Secretary of Labor shall deposit such money with the Clerk of this Court who shall forthwith deposit such money with the Treasurer of the United States, pursuant to 28 U.S.C. 2041.

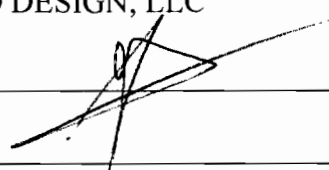
Defendants shall not, under any circumstances, accept and keep any amount returned to them by a person owed compensation under this Judgment. Any such amount shall be immediately paid to the Plaintiff as above.

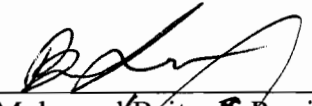
It is further ORDERED, ADJUDGED and DECREED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

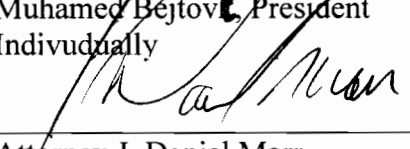
Dated: June 19, 2007.

TREND DESIGN, LLC

By

  
Amir Beharic, Owner and Operator  
Individually

  
Muhamed Bejtovic, President  
Individually

  
Attorney J. Daniel Marr  
Hamblett & Kerrigan  
Attorney for Defendants

/s/ James R. Muirhead

United States Magistrate Judge

Jonathan L. Snare  
Acting Solicitor of Labor

Frank V. McDermott, Jr.  
Regional Solicitor

  
Paul J. Katz  
Senior Trial Attorney

U.S. Department of Labor  
Attorneys for Complainant

DATE: June 4, 2007

DATE: June 12, 2007

## EXHIBIT A

Ahmetovic, Nazif	\$1,641.63
Aravjo, Gedion	\$202.74
Arnautovic, Suvada	\$302.47
Barrios Mora, Agustin	\$2,484.23
Batista, Leandro Dasilva	\$646.37
Batista, Roney	\$1,072.41
Capozzo, Jason	\$287.18
Carvalho, Romero	\$368.67
Cerritos, Santos	\$647.61
Cooper, Terence	\$386.35
Da Silva, Abner	\$94.54
Da Silva, Giovanni	\$46.58
Dasilva, Alexandre	\$1,128.74
Demirovic, Mujo	\$258.93
Dionisio, Claudiney	\$261.10
Dos Santos, Ederson	<u>\$220.61 (subtotal)</u>
	\$10,050.16
Eminovic, Almir	\$1,151.53
Espinola, Elpidio	\$5,055.04
Fauro De Assis, Adecio	\$60.82
Franca, Marcio	\$413.74
Garcia, Luis	\$2,132.70

Godyna, Alexey	\$308.22
Gomes, Luiz	\$126.30
Gomes, Pedro	\$1,753.63
Kustura, Adis	\$336.97
Lima, Josue	\$493.14
Loiacono, Anthony	\$132.15
Lucas, Marcos	\$153.69
Luis, Jose	\$782.50
Lukyanov, Aleksey	\$291.80
Mahmic, Eniz	\$3,204.10
<u>Maiha, Diones</u>	<u>\$936.86 (subtotal)</u>
	\$17,333.19
Malikic, Edin	\$1,116.16
Memic, Serif	\$779.19
Moreira, Evandro	\$877.27
Mujac, Halil	\$1,325.02
Nixdorf, Gustavo	\$1,759.79
Pellegrino, Christopher	\$146.29
Pereira, Nilson	\$625.78
Ribeiro, Rorivaldo	\$289.03
Rocha, Ivan	\$1,865.03
Romanovic, Mario	\$4,193.83
Romanovic, Zoran	\$402.77

Sanchez, Oskar	\$139.76
Sandzic, Enver	\$1,065.84
Santos, Claudio	\$721.69
Santos, Gilson	\$48.49
<u>Silva, Glauber</u>	<u>\$95.88 (subtotal)</u>
	\$15,451.82
Silva, Jefferson	\$98.61
Silva, Oliveiros	\$523.57
Silva, Ricardo	\$604.15
Sivro, Semir	\$2,283.44
Tosta, Alexis	\$63.01
Vrdoljak, Alen	\$790.16
Weber, John	\$41.11
Weller, Frederico	\$1,750.69
Weyant, Paul Scott	\$400.73
Zukanovic, Alen	<u>\$289.36 (subtotal)</u>
	\$6,844.83
Total	\$49,680.00